

AMENDMENT NO. 1
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made on the 20th day of August, 2015 in the Territory of the Virgin Islands, by and between the GOVERNMENT OF THE VIRGIN ISLANDS, Bureau of Economic Research, Office of the Governor (hereinafter referred to as "Government") located at 21-22 Kongens Gade, St. Thomas, U.S. Virgin Islands, 00802 acting through the Department of Property and Procurement, and Ms. Lauritz Mills d/b/a Sygma PCS, (hereinafter referred to as the "Contractor") located at 18 Caret Bay, St. Thomas, VI 00803.

Both parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

WITNESSETH:

WHEREAS, pursuant to Contract No. PC-125-BER-14 approved by the Governor on July 7th, 2014, the GOVERNMENT contracted with Ms. Lauritz Mills d/b/a Sygma PCS to create the U.S. Virgin Islands Comprehensive Economic Development Strategy ("CEDS") 2014 plan report in compliance with the requirements stipulated by the U.S. Department of Commerce, Economic Development Administration ("EDA").

WHEREAS, the Government is in need of the services of a Contractor to conduct the U.S. Virgin Islands Business and Employer Needs Study in fulfillment of the Comprehensive Economic Development Strategy ("CEDS"), in compliance with the requirements stipulated by the U.S. Department of Commerce, Economic Development Administration ("EDA") Economic Disaster and Mitigation program. The 2015 Employer and Business Needs Study will provide empirical data to understand the factors influencing the demand for labor and types of skills, so as to better align labor market skills to the needs of industry, and build economic resiliency and promote job creation and retention.

WHEREAS, the U.S. Virgin Islands CEDS sets strategies for economic development and to address the needs of business and industry, up skilling the local workforce is a key priority. Therefore, identifying the skills gaps and shortages in the workforce is a critical component of socioeconomic development efforts within the Territory, and the final product must include a survey of employers, taking account of private and public sector labor market needs and opportunities.

WHEREAS, the contract pursuant to its terms will expire on September 31, 2015; and

WHEREAS, the parties desire to amend the Contract to include additional services to the scope of work; which will require additional compensation

NOW THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the parties hereto agree as follows:

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TERMS AND CONDITIONS

The Contract, is hereby amended as follows:

1. Paragraph 2. Term is hereby amended to terminate on **September 30, 2016**; and
2. Paragraph 3. Compensation is hereby amended from \$117,000.00 to **add \$120,000.00 for a total compensation of \$237,000.00.**
- 3 Except as expressly amended in this Amendment of Professional Services Contract, all terms of the Contract (**PC-125-BER-14**), remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESS:

GOVERNMENT OF THE VIRGIN ISLANDS

Ernest E. Smith

by: *Bernadette V.M. Melendez* 6/25/15
Bernadette V.M. Melendez, Director Date
Bureau of Economic Research

Randolph N. Bennett

by: *Randolph N. Bennett* 7/27/15
Date
Randolph N. Bennett, Commissioner Designee
Department of Property and Procurement

WITNESS:

CONTRACTOR

Gladstone Hays

by: *Gladstone Hays* 6/29/15
Ms. Lauritz Mills Date

APPROVED:

Kenneth E. Mapp
Honorable Kenneth E. Mapp
Governor of the Virgin Islands

8-20-15
Date

Approved as to Legal Sufficiency
Department of Justice by:

Robert W. Doup

8.3.15
Date

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CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 9th day of July, 2014 in the Territory of the United States Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Bureau of Economic Research, Office of the Governor (hereinafter referred to as "Government") located at 21-22 Kongens Gade, Charlotte Amalie, St. Thomas, Virgin Islands, 00802 and Lauritz Mills d/b/a SYGMAPCS (hereinafter referred to as the "Contractor") located at 18 Caret Bay, Charlotte Amalie, St. Thomas, Virgin Islands 00803.

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to create the U.S. Virgin Islands Comprehensive Economic Development Strategy ("CEDS") 2014 Plan report in compliance with the requirements stipulated by the U.S. Department of Commerce, Economic Development Administration ("EDA"). The implementation of the 2014 CEDS Plan will assist in reevaluating the strategic economic development goals of the Territory, along with identifying current strengths and challenges being faced by various districts and communities in the U.S. Virgin Islands. Building upon the 2009 CEDS Plan, developing a five year strategic plan embodied in the 2014 CEDS Plan must reflect current economic development goals and future objectives. WHEREAS, the U.S. Virgin Islands Comprehensive Economic Development Strategy is a critical component of socioeconomic development efforts within the Territory and the final product must include a ranked list of strategic projects, programs and activities based on the priorities established in all CEDS Plan reporting as well as established EDA priorities which duties and responsibilities are more particularly described in Addendum I (Scope of Work) attached hereto; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Work) attached hereto and made a part of this contract.

2. TERM

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate on September 30, 2015 thereafter.

3. COMPENSATION

The Government in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay Contractor an amount not to exceed ONE HUNDRED SEVENTEEN THOUSAND DOLLARS (\$117,000.00) in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

4. TRAVEL EXPENSES

Inclusive in the compensation for services as specified in Paragraph 3 (Compensation) above, the Government shall pay an amount not to exceed (Two Thousand Dollars) (\$2,000.00) for any documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government.

5. RECORDS

The Contractor, when applicable, will present documented, precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the U.S. Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

10. INDEMNIFICATION

Contractor agrees to investigate, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent Contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands without regard to conflict of laws principles. Any and all suits for the enforcement of this agreement or arising from any breach of this agreement shall be filed and maintained in a court of competent jurisdiction in the U.S. Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties hereto, and all prior understanding or communications, written or oral, with respect to the Project, which is the subject matter of this Contract, are merged herein.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be

paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on thirty [30] days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this Contract may, be terminated by the Government, in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the thirty [30] day notice.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;

- (ii) not made, negotiated or influenced this Contract, in its official capacity;
- (iii) no financial interest in the Contract as that term is defined in section 1101 (1) of said Code chapter.

21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor.

22. NOTICE

Any notice required to be given, by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

Lynn A. Millin Maduro
Commissioner
Department of Property and Procurement
Sub Base, Building #1, Third Floor
St. Thomas, Virgin Islands 00802

Wharton H. Berger
Director
Bureau of Economic Research
Office of the Governor
21-22 Kongens Gade
St. Thomas, USVI 00802

CONTRACTOR

Lauritz Mills
d/b/a SYGMAPCS
18 Caret Bay
St. Thomas, VI 00803

23. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false,

fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

25. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make, or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

26. DEBARMENT CERTIFICATION

By execution of this contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

27. OTHER PROVISIONS

Addendum I and II are a part of this Contract and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

Donnie E. Smith

Lisa Hill

Wharton H. Berger

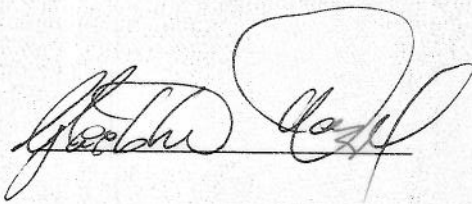
Wharton H. Berger, Director
Bureau of Economic Research

6/30/14

Date

Lynn A. Millin Maduro
Lynn A. Millin Maduro, Commissioner
Department of Property and Procurement

7/2/14
Date



CONTRACTOR

Lauritz Mills

Lauritz Mills
d/b/a SYGMAPCS

6/27/14
Date

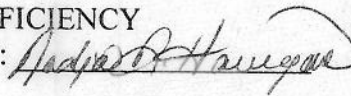
APPROVED:



John P. de Jongh, Jr.
GOVERNOR OF THE VIRGIN ISLANDS

Date: 7/9/14

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:



Date: 7-1-14

PURCHASE ORDER NO.

ACCOUNT CODE NO.

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of
Contract No. [] entered into between
Bureau of Economic Research, Office of the Governor and
Lauritz Mills d/b/a SYGMAPCS

Lynn A. Millin Maduro, Commissioner
Department of Property and Procurement